

POSITION STATEMENTS REQUIREMENTS

At least **ten (10) business days** prior to the mediation, counsel for all parties are to provide a position statement, in pleading form, detailing their settlement position. Please note, however, that we prefer not to receive your Position Statement by both fax and hand-delivery/mail. A faxed copy is sufficient unless there are voluminous exhibits, in which case we ask that you deliver/mail the exhibits to us. Counsel are encouraged to exchange memoranda, and to provide me with a separate memo as to any confidential matters should they wish to do so.

All settlement proceedings are confidential to the extent allowed by law and desired by the parties. The position statement should include a brief factual rendition of the case claims and defenses, a discussion regarding liability, an overview of damages, an analysis of the pros and cons of the case from your point of view, and a discussion of settlement negotiations to date. Counsel for the plaintiff should also include their tax identification number. In addition, in order to expedite resolution, counsel should bring with them any special Settlement Agreements or Releases which are language specific to the case.

REQUIRED MEDIATION PARTICIPANTS

In order to facilitate settlement, representatives for the parties who have the authority to settle the case must be present or available by telephone. The parties may expect that I will directly contact such individual if it is necessary to do so.

ADDITIONAL INSURED ENDORSEMENT FOR CONSTRUCTION DEFECT CASES

In order to avoid confusion, counsel should be aware that any offers communicated by the mediator between sub-contractors and the general contractor/developer do not include a resolution of any claims that may exist for AI unless specifically negotiated.

MEDICAL LIEN INFORMATION

Additionally, counsel for the plaintiff should bring a list of the current medical specials, if applicable, to the mediation proceeding. That list should contain each provider's name, the patient's account number, the provider's phone number, the current amount due, the dates of service, and the name of the contact person in the billing department for each provider. It is not necessary to submit copies of the actual medical bills for my review. Counsel for the plaintiff should also put all lien holders on notice that the parties are trying to resolve the matter and that I may contact them.

CANCELLATION POLICY

If a case is set for one day and is cancelled or postponed less than 10 business days before the scheduled date, a cancellation fee of \$750.00 per case for cases scheduled in Tucson, and \$1,000.00 per case for Arizona cases scheduled outside of Pima County, will be imposed. The cancellation fee will be divided equally between the parties, unless we are advised that another agreement has been reached. If a case is set outside the State of Arizona, the cancellation fee shall be \$2,000.00 for each day the mediator is out of the office (because of travel time there is a two day minimum cancellation fee for these cases).

If a case is set for multiple days and is cancelled, postponed or ends prior to the time scheduled less than 30 days before the scheduled dates, a fee of \$1,000.00 per day for cases scheduled in Tucson and \$2,000.00 per day for Arizona cases scheduled outside of Pima County shall be imposed. For cases scheduled outside the State of Arizona, a fee of \$3,000.00 per day shall be imposed. The fee shall be divided equally between the parties unless we are advised that another agreement has been reached.

Our cancellation policy is necessary because if a matter is cancelled or postponed within the cancellation period it is unlikely that another case can be scheduled in that time slot because of the shortness of time. Of course, if another matter does get scheduled in that time slot, there will not be a cancellation fee. Unlike law offices, we do not have an active legal practice and consequently do not have other legal matters that we could perform in the cancelled time slot.